

**City of Yakima/Yakima County
NOTICE TO BIDDERS No. 11530-S**

Notice is hereby given by the undersigned that sealed Bids will be accepted in the office of the Yakima City Clerk, Yakima City Hall, 129 N. 2nd Street, Yakima, Washington 98901 until the hour of **2:00:00 PM November 12, 2015**. At such time, Bids will be opened and publicly read for:

**On-Call Plumbing Services
for City of Yakima and Yakima County**

Above per specifications. Bid Packets are available online at www.yakimawa.gov/services/purchasing or in the office of the Purchasing Manager, Yakima City Hall, 129 North 2nd St., Yakima, WA 509-575-6093.

In order to bid, Contractor must first register for the City Small Works Roster at:

<http://www.mrscrosters.org/>

The City of Yakima/Yakima County reserves the right to reject any and all BIDs. The City/County hereby notifies all Bidders that it will affirmatively ensure that it will not discriminate on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, pregnancy, veteran status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 USC 12101 et seq.)

Dated this 28th day of October, 2015.

Maria Mayhue, CPPO
Senior Buyer

Publish on October 28 and 29, 2015

YHR acct. 11293



CITY OF YAKIMA/YAKIMA COUNTY

INVITATION TO BID COVER SHEET *THIS IS NOT AN ORDER*



On-Call Plumbing Services CITY OF YAKIMA SMALL WORKS ROSTER BID NO. 11530-S

Contractor: _____

Phone: _____

Address: _____

CITY OF YAKIMA/YAKIMA COUNTY
PURCHASING DIVISION
129 NO. 2ND STREET
YAKIMA, WASHINGTON 98901
PHONE 575-6093

Bids will be received by the Yakima City Clerk
until: **2:00:00 PM, November 12, 2015**

INSTRUCTIONS TO BIDDERS

SUBMISSION OF BID:

Bid shall be submitted to the City Clerk's Office, Yakima City Hall, 129 North 2nd Street, Yakima, WA, 98901, **by 2:00:00 p.m. on Thursday, November 12, 2015**, in a sealed envelope labeled 11530-S – On-Call Plumbing Services, with the bid due date written on it.

SMALL WORKS ROSTER PROJECT:

You **must** be signed up on **MRSCROSTERS.ORG** in order to respond to this Invitation to Bid.

Work under this contract is considered public work and shall be completed in accordance with 39.04 RCW. This is a Prevailing Wage contract. Intent to Pay Prevailing Wages, and Affidavit of Prevailing Wages paid will be required.

The State of Washington prevailing wage rates applicable for this public works project, which is located in Yakima County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Based on the bid submittal deadline for this project, the applicable effective (start) date for prevailing wages for this contract is November 12, 2015.

A copy of the applicable prevailing wage rates are also available for viewing at the office of the Owner, located at 129 N 2nd Street, Yakima, WA 98901. Upon request, the Owner will mail a hardcopy of the applicable prevailing wages for this project.

- An Intent to Pay Prevailing Wages is filed at the beginning of each contract year.
- An Affidavit of Wages paid is filed after each call-out for all other contracts where work is performed at an undefined location. (L&I defined these as "Other" contracts.)
 - The prevailing rate of wage in effect on the date of each call-out must be used.
 - The combined I/A form for jobs under \$2,500 is utilized when applicable.

Separate Intents and Affidavits must be filed for City and County.

No subcontracting will be allowed.

BID FORM

On-Call Plumbing Services

CITY OF YAKIMA SMALL WORKS ROSTER BID NO. 11530-S

DESCRIPTION: A REQUEST FOR BIDS IS BEING ANNOUNCED IN ORDER TO AWARD A CONTRACT FOR ON CALL PLUMBING SERVICES. PLEASE BID YOUR LOWEST PRICE, BEST RESPONSE TIME AND PAYMENT DISCOUNT TERMS FOR THE FOLLOWING. BID ON EACH ITEM SEPARATELY AND EXTEND NET UNIT PRICES. THE CITY/COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS AND TO ACCEPT ANY OR ALL ITEMS AT THE PRICE BID. THE CITY/COUNTY INTENDS TO AWARD THIS CONTRACT WITHIN SIXTY (60) DAYS.

Item No.	Qty.	Unit	Description	Unit Price
Labor and Parts Rates to be approved by the City/County as follows for on-call at any given location. On-Call Plumbing Services include but not limited to repairs, maintenance, and small install. Plumbing must follow the Uniform Plumbing Code. If an apprentice is used, the name and registration number must be provided on the invoice.				
1.	1	Each	Labor Rate per Hour by Licensed Plumber:	\$ _____
1a.	1	Each	Labor Rate per Hour by Certified Apprentice:	\$ _____
2.	1	Each	Labor Rate per Hour for emergency call out by Licensed Plumber:	\$ _____
2a.	1	Each	Labor Rate per Hour for emergency call out by Certified Apprentice:	\$ _____
3.	1	Each	After normal business hours by Licensed Plumber:	\$ _____
3a.	1	Each	After normal business hours by Certified Apprentice:	\$ _____
4.	1	Each	Overtime Rate per Hour (see Attachment A) by Licensed Plumber:	\$ _____
4a.	1	Each	Overtime Rate per Hour by Certified Apprentice:	\$ _____
5.	1	Each	Holiday Rate per Hour by Licensed Plumber:	\$ _____
5a.	1	Each	Holiday Rate per Hour by Certified Apprentice:	\$ _____

(continued next page)

6. Method of Calculating Parts and Materials Costs (choose one) **Parts & Materials must be NSF/ANSI Certified:*

Cost Plus _____%

(Or) List Minus _____%

(Or) Other (explain): _____

ANY APPLICABLE FREIGHT FOR PARTS/MATERIALS: (Must Be Included)

RESPONSE TIME:

WE (I) WILL PROVIDE PLUMBING SERVICES WITHIN __ HRS/DAYS FROM RECEIPT OF ORDER & AT PRICES & TERMS SPECIFIED UNLESS OTHERWISE NOTED. **MAXIMUM TWO (2) DAYS.**

EMERGENCY CALL-OUT SERVICES WILL BE PROVIDED WITHIN __ MINUTES FROM RECEIPT OF ORDER. **MAXIMUM SIXTY (60) MINUTES.**

CONTRACTOR QUALIFICATION STATEMENT

Contractor must complete all portions of this statement before bid proposal will be considered.
The following statements as to experience, equipment and general qualifications of the bidder as submitted in conjunction with the proposal, as part thereof and truthfulness and accuracy of information is guaranteed by the bidder and included in bid evaluation.

- I. Name and address of principal business office which Contract will be administered from:

Telephone: _____

- II. Number of years Contractor has been engaged in business: _____

- III. The bidder as a contractor has never failed to satisfactorily perform a contract awarded to him except as follows: (Name of any and all exceptions and reasons thereof)

- IV. Contractor must have at least five (5) years of experience as a contractor in this field of work and have satisfactorily completed three (3) projects of this nature in the last five (5) years:

1. Location and for whom performed:

Phone _____ Contact Person _____

2. Location and for whom performed:

Phone _____ Contact Person _____

3. Location and for whom performed:

Phone _____ Contact Person _____

SIGNATURE SHEET

On-Call Plumbing Services CITY OF YAKIMA SMALL WORKS ROSTER BID NO. 11530-S

In signing this Bid we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a Bid; that this Bid has been independently arrived at without collusion with any other Bidder, competitor or potential competitor; that this Bid has not been knowingly disclosed prior to the opening of Bids to any other Bidder or competitor; that the above statement is accurate under penalty of perjury.

Furthermore, the Washington State Interlocal Cooperative Act (RCW 39.34) provides that other governmental agencies may purchase goods or services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties agree. The City/County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies. Prevailing wage rates must be adjusted for the County where the work is being done.

We will comply with all terms, conditions and specifications required by the City of Yakima/Yakima County in this Invitation to Bid and all terms of our Bid.

****Receipt is hereby acknowledged of addendum(a) No. (s) _____, _____ & _____.**

**SIGNATURE OF
AUTHORIZED OFFICIAL(S)**

Firm Name

Address

Sign Name

Print Name/Title

Date Signed

Phone Number

E-Mail Address

Contractor License Number

PROPOSAL MUST BE SIGNED

SPECIFICATIONS

On-Call Plumbing Services CITY OF YAKIMA SMALL WORKS ROSTER BID NO. 11530-S

I. GENERAL/SPECIAL INSTRUCTIONS

A. **Description of Project:**

It is the intent and purpose of these specifications to describe On-Call Plumbing Services in sufficient detail to secure bids on comparable work. All components, which are necessary in order to complete the work, shall be included in the bid proposal and shall conform in strength, quality of workmanship and material to that which is usually provided the trade in general. Any variance from the specifications or standards of quality must be clearly pointed out in writing by the Bidder.

B. **Clarifications:**

Answers to all questions, inquiries or requests for additional information or for substitution of proposed materials will be issued in the form of Addenda, and copies of each Addendum will be issued to all prospective bidders. During the bidding period, prospective bidders will be advised by Addendum of addition to, deletions from or changes in the requirements of the Contract authenticity or correctness of oral interpretations of Contract Documents or information obtained in any other manner than through the media of Addenda. Receipt of each Addendum must be acknowledged by bidders on the signature sheet in the space provided and each Addendum shall be considered a part of the Contract Documents.

Send all inquiries to:

Maria Mayhue, Senior Buyer

Maria.mayhue@yakimawa.gov

C. **Incurring Costs:**

The Owner is not liable for any cost incurred by a Bidder in the process of responding to this BID, including but not limited to the cost of preparing and submitting a response, in the conduct of a presentation, in facilitating site visits or any other activities related to responding to this BID.

D. **No Obligation to Contract:**

This BID does not obligate the Owner to contract for service(s), or product(s) specified herein. Owner reserves the right to cancel or reissue this BID in whole or in part, for any reason prior to the issuance of a Notice of Intent to Award. The Owner does not guarantee to purchase any specific quantity or dollar amount. Bids that stipulate that the Owner shall guarantee a specific quantity or dollar amount will be disqualified (e.g. "all-or-none".)

E. **Property Rights:**

All Bids become the property of Owner upon receipt. All rights, title and interest in all materials and ideas prepared by the Bidder for the Bid to Owner shall be the exclusive property of Owner and may be used by the Owner at its option.

F. **Points Not Addressed**

Bidders are encouraged to list any points not addressed in these specifications that they feel improve or enhance the operation of their service.

G. **Force Majeure**

Vendor will not be responsible for delays in delivery due to acts of God, fire, Strikes, epidemics, war, riot, delay in transportation or railcar transport shortages, provided vendor notifies the Purchasing Manager immediately in writing of such pending or actual delay. Normally, in the event of any such delays (acts of God, etc.) the date of delivery will be extended for a period equal to the time lost due to the reason for delay.

H. Materials Bought from Different Supplier:

Should the contracted vendor be unable to or refuse to supply materials, on any given day, against this predetermined delivery schedule to which the supplier has agreed and the City/County is forced to do the work with materials bought from a different supplier, the difference in the Bid price of the materials and that paid the new supplier, in order to do the work, shall be charged to and paid for by the contracted vendor holding the Bid award for these products.

Vendor shall not, however, be responsible for delays in delivery due to:

1. Unavoidable mechanical breakdowns
2. Strikes
3. Inability to secure component materials
4. Acts of God
5. Fire

Provided the Buyer listed on Page 8 is notified in writing by the contracted vendor of such pending or actual delay. In the event of any delay, the date of delivery shall be extended for a period equal to the time lost due to the reason for the delay.

I. New and Unused:

All units, equipment, parts and material shall be new, unused, manufacturer's current model year and in current production. All materials shall have physical and chemical properties to withstand the intended service. Equipment design shall have sufficient excess capacity for durability and safety.

J. Regulatory Requirements:

The project shall be performed in a manner that is in compliance with all applicable federal, state and local laws and regulations, including, but not limited to, vehicle regulations (WSDOT/HMTUSA/other), environmental laws and regulations (EPA/WDOE/local), and health and safety laws and regulations (OSHA/WISHA/City Safety Codes).

K. Bidder Responsibility Criteria:

It is the intent of Owner to award a contract to the low responsible bidder. Before award, the bidder must meet the following bidder responsibility criteria to be considered a responsible bidder. The bidder may be required by the Owner to submit documentation demonstrating compliance with the criteria. The bidder must:

1. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable:
 - a. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
 - b. Have a Washington Employment Security Department number, as required in Title 50 RCW;
 - c. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
5. Until December 31, 2013, not have violated more than one time the off-site, prefabricated, non-standard, project specific items reporting requirements of RCW 39.04.370.

For public works projects subject to the apprenticeship utilization requirements of RCW 3.0.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work

processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the first date of advertising for the project.

L. Supplemental Bidder Responsibility Criteria:

1. Criterion: Contractor must have at least five (5) years of experience as a contractor in this field of work and have satisfactorily completed three (3) projects of this nature in the last five (5) years.
2. Criterion: The Bidder shall not have had any public works contract terminated for cause or terminated for default by a government agency during the five (5) year period immediately preceding the bid submittal deadline for this project, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Owner.
3. Documentation: Qualifications must be listed on the attached Contractor Qualification Statement and returned with bid submittal. The Owner may contact previous owners to validate the information provided by the Bidder. Supplemental Bidder Responsibility Criteria must be substantially met to be considered responsive.

M. Contract Award:

The City of Yakima/Yakima County reserves the right to reject any or all bids or accept any presented which meet or exceed these specifications, and which would be in the best interest of the City/County and will not necessarily be bound to accept the low bid.

The City/County intends to award this contract within sixty (60) days after the opening of the bid proposals. Award will be made to one responsible bidder. No multiple award will be made.

Company experience level and qualifications are important and will be considered in the evaluation of the bid. The enclosed Contractor Qualification Statement must be completed and enclosed with the bid to be considered for award. Non-conformance may result in rejection of bid as non-responsive.

Each call out under this contract will be limited to \$34,999 and under, including tax. The contract value shall not exceed \$300,000, including tax.

It shall not be the responsibility of the City/County to provide engineering or other services to protect the Contractor from additional costs accrued from performing this Contract.

N. Errors and Omissions:

The City/County reserves the right to correct obvious ambiguities and errors in the Bidder's bid proposal and to waive non-material irregularities and/or omissions. In this regard, if the unit price does not compute to the extended total price, the unit price shall govern.

O. Exceptions:

Specifications of the equipment bid shall be equal to or better than the specifications stated herein and all exceptions to these specifications shall be so listed on a separate sheet headed "EXCEPTIONS TO THE SPECIFICATIONS". Any Bid submitted without exceptions will be required to meet every detail of these specifications regardless of cost to the successful bidder.

Where "NO EXCEPTIONS" are shown, none will be allowed. No exceptions will be considered that may tend to devalue the equipment or give an individual bidder who is offering a lesser item a distinct advantage.

P. Payments:

Upon final inspection and acceptance of the work by the City/County, the Contractor is to submit properly completed invoice. To insure prompt payment each invoice should cite Bid Number 11515-S, purchase order number, discount terms and include the Contractor's name and return remittance address. In addition, the invoice shall include bid item description, quantity, unit price, total price, location of work and date work completed.

Payment will be mailed within thirty (30) days of acceptance of the completed project, Prevailing Wage Intents and Affidavits, and a properly completed invoice. Invoice shall be itemized to reflect hours worked and material costs. **No progress payments will be made.**

1. For the City of Yakima:

Vendor is to submit properly completed invoice(s) to the City of Yakima Accounts Payable, 129 No. 2nd Street, Yakima, WA. 98901. Contractor shall provide an original of the invoice. Each invoice shall be submitted as required by the contract.

2. For Yakima County:

Vendor is to submit properly completed invoice(s) to the ordering department at the address specified on the purchase order. Contractor shall provide an original of the invoice. Each invoice shall be submitted as required by the contract.

Q. Business License:

All bidders shall have a valid and current business license issued by the City of Yakima covering this type of work. It will be the contractor's responsibility to obtain any licenses or permits required, to complete the project.

R. Contractor's Liability Insurance (Sample Certificate Attached):

Successful bidder must provide a certificate of liability insurance with Additional Insured Endorsement, per the terms and conditions outlined in the attached contract.

S. Qualified Bids:

The General and Special Instructions included in this bid document and resulting contract will govern the performance of the work. No other terms and conditions will be accepted. Bids that are conditioned in any way, or Bids that take exception in any way to the City of Yakima/Yakima County General and Special Terms and Conditions, may result in the Bid being considered non-responsive.

T. Public Disclosure:

Bids are ***not*** considered to be confidential per Washington State Public Disclosure Act (RCW 42.56 et seq.) All sections of the response shall be made available to the public immediately after bid opening.

U. Federal Funding:

On the basis of the federal funding that may part of the funding for the goods and services provided by the Vendor under the Agreement, and to assure compliance with all federal regulations associated with services compensated with federal funds, in addition to the terms of the primary Agreement, upon notification and instruction by the ordering department, the Vendor must also comply with the specific provisions of Common Rule, the Office of Management and Budget (OMB) Circular A-102, which is fully incorporated herein. If there is any conflict between the terms expressed in the primary Agreement and those set forth in Circular A-102, the terms and conditions of Circular A-102 shall prevail. See http://www.whitehouse.gov/omb/circulars_a102#main-content .

V. Contract Term:

The period of this contract shall be for a period of one year from its effective date. The City/County may, at its option, extend the contract on a year to year basis for up to four additional years provided, however, that either party may at any time during the life of this contract, or any extension thereof, terminate this contract by giving thirty (30) day notice in writing to the other party of its intention to cancel. Contract extensions shall be automatic, and shall go into effect without written confirmation, unless the City/County provides advance notice of the intention to not renew.

So that other unanticipated orders may be placed, or so that other entities may piggyback the resulting contract, prices shall remain firm for twelve (12) months from receipt of contract award.

W. Termination - Convenience:

This contract may be terminated by either party by giving thirty (30) days written notice of such intent and will become effective thirty (30) days from the date such written notice is delivered to the applicable party to the contract.

X. Termination - Cause:

The City/County reserves the right to terminate this contract at any time, upon written notice, in the event that the services of the Bidder are deemed by the City/County to be unsatisfactory, or upon failure to perform any of the terms and conditions contained in this agreement.

Y. Re-Award:

When the contract is terminated by the vendor upon thirty (30) day notice as herein provided, the City/County, may re-award the contract to the next most responsible bidder. When a vendor is unable to supply goods and/or services to the City/County and is in breach of the contract, or when the contract is terminated by the City/County for cause as herein provided, the City/County reserves the right to re-award the contract to the next most responsible bidder.

Z. Price Adjustment:

In order to protect the interest of the City/County and to give the contractor a reasonable basis for quoting, a price adjustment feature is hereby incorporated into the specifications and contract documents and shall be binding on the contractor and the City/County.

In submitting bids, each contractor shall set forth the amount they will accept for the first year in payment for services and materials in accordance with the contract.

If contractor requests the City/County to do so, payment under this contract may be adjusted each succeeding year effective on the contract anniversary date, should the Consumer Price Index show a change from the base index. The increase/decrease shall be tied to the previous twelve (12) months annualized Consumer Price Index for the West Coast All Urban Consumers. The yearly increase shall not exceed 3.5%. All such requests shall be submitted in writing to the Buyer listed on Page 8.

AA. Changes:

Any proposed change in this contract shall be submitted in writing to the Buyer listed on Page 8 for prior approval. If approved, she will make the change by a contract modification that will become effective upon execution by the parties hereto. Any oral statement or representation changing any of these terms or conditions is specifically unauthorized and is not valid.

BB. Expansion Clause:

Any resultant contract may be further expanded by the Purchasing Manager in writing to include any other service normally offered by the bidder, as long as the price of such additional services is based on the same cost/profit formula as the listed item(s).

CC. Warranties:

Price: Contractor warrants that prices of materials, equipment and services set forth herein do not exceed those charged by the Contractor to any other customer purchasing the same goods or services under similar conditions and in like or similar quantities. The contractor shall warrant to the Owner and guarantee the work under this contract against defective workmanship and materials for a period of one (1) year commencing on the date of final acceptance of the work.

DD. Permits and Licenses:

The successful vendor must procure a City of Yakima Business License and pay all charges, fees, and taxes associated with said license.

Bidders must have a valid Washington State Contractor's License **at the time of opening of the bids.**

The Contractor must obtain all required permits and license required for all phases of this project, including but not limited to: building permits, electrical permits, street-break permits etc.

II. Scope of Work and Technical Specifications:

It is the intent of these specifications to describe On-Call Plumbing Services in sufficient detail to secure bids on comparable work. Any variance from the specifications or standards of quality must be clearly pointed out in writing by the bidder.

A. Scope of Work:

The work under this Contract shall include the furnishing of all labor, materials, equipment, permits, and inspections necessary for or incidental to On-Call Plumbing Services located as indicated in these specifications and the completion of all work indicated in the Contract Documents.

B. Workmanship:

Where not more specifically described in these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved. All work shall be executed by personnel skilled in their respective lines of work. All work shall follow the (UPC) Uniform Plumbing Code.

Only the best and safest methods of operation will be allowed. Any variance from the specifications or standards of quality must be clearly pointed out in writing by the bidder.

C. Additional Work:

Any additional work found necessary that is not specified in this Bid specification shall be listed on a separate sheet entitled "Additional Materials/Labor Required".

D. Work Start & Completion Dates:

The work is on an on-call basis with the start and completion dates to be determined by the City of Yakima or Yakima County project manager at the time work is requested. Contractor agrees to mobilize and be available to perform work within two (2) days of each request, unless request is specified as an emergency. Emergency work shall begin within sixty (60) minutes of call out.

E. No Disturbance:

The contractor shall not disturb grounds or materials outside the sphere of the contracted project.

F. Mobilization and Demobilization

Mobilization shall be included in the base unit price for each work order and shall consist of preparatory work and operations performed by Contractor, including his personnel, equipment, supplies and incidentals to the project site. No separate measurement or payment will be made for costs associated with mobilization and demobilization.

G. Protection of existing utilities:

Identification and location of all underground utilities are the responsibility of the Contractor. The Contractor shall:

1. Notify the Owner in writing, on each occasion, of the intent to work near underground utility services or structures. Submit proposed work "procedure for approval" to assure safe and continuous operation of the services.
2. Proceed with sufficient caution to preclude damaging any utilities known or unknown. In the event unidentified utilities are encountered, the contractor must notify the Owner immediately.
3. In the event utilities are damaged during construction, temporary services and/or repairs must be made immediately, at the Contractor's expense, to maintain continuity of services.

H. Waste materials:

All refuse and waste material must be disposed of by the Contractor off the Owner's property, at the Contractor's expense. The Contractor must immediately clean up any spilled material from buildings, roads, etc.

I. Manufacturer's instructions:

All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier, or distributor, except as otherwise specifically provided in the contract documents.

J. Regulations and Codes:

To the extent applicable, all equipment, supplies or materials shall comply with Washington State vehicle regulations, Federal regulations, OSHA and WISHA requirements, to include EPA standards and City/County safety codes.

K. Public convenience and safety:

The Contractor must so conduct operations as to offer the least possible obstruction and inconvenience to the public, and shall have under construction no greater length or amount of work than can be performed with due regard to the rights of the public.

The Contractor must provide and maintain such fences, barriers, directional signs, lights, and flag persons as are necessary to give adequate warning to the public at all times of any dangerous conditions to be encountered as a result of the work and to give directions to the public.

Sound Control - If possible, limit sound during working hours.

L. Dust/debris control:

The Contractor must take whatever steps, procedures or means as are required to prevent abnormal dust and debris conditions being caused by the operation in connection with the work. Dust control must be incidental to this project and in accordance with Clean Air Laws.

All areas where personnel are, or will be present during the course of work, shall be thoroughly cleaned of debris and garbage daily. Specific areas are adjacent buildings, walkways and parking areas.

For City of Yakima Use Only:

Contract No. _____
Project No. 11515-S
Resolution No. _____
SOQ No. _____

**CONTRACT
Bid 11530-S**

On-Call Plumbing Services
(Separate contracts will be required for City and County)

THIS AGREEMENT, made and entered into in triplicate, this ____ day of _____, 2015, by and between the City of Yakima, hereinafter called the Owner, and _____ a Washington Corporation, hereinafter called the Contractor.

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

I. The Contractor shall do all work and furnish all tools, materials, labor and equipment for the amounts of \$_____ all in accordance with, and as described in the attached specifications for **Bid 11530-S On-Call Plumbing Services** and the most recent edition of the ANSI/TIA/EIA Standard(s), which are by this reference incorporated herein and made a part hereof, and shall perform any alterations in or additions to the work provided under this contract and every part thereof.

Work shall begin within ____ hours/days after each Notice to Proceed. Emergency work shall begin within ____ minutes after each Notice to Proceed.

The Contractor shall provide and bear the expense of all equipment; work and labor of any sort whatsoever that may be required for the transfer of materials and completing the work provided for in this contract and every part thereof, except such as are mentioned in the specifications to be furnished by the City of Yakima.

II. The City of Yakima agrees to hire the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

III. Nondiscrimination:

During the performance of this contract, the Vendor agrees as follows:

The Vendor shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, pregnancy, veteran's status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 USC 12101 et seq.).

This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of services under this Agreement.

In the event of the Vendor's noncompliance with the non-discrimination clause of this contract or with any such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Vendor may be declared ineligible for any future City/County contracts.

IV. Indemnification and Hold Harmless:

(A) Contractor agrees to protect, defend, indemnify and hold harmless the City, its elected officials, officers, employees, agents, and volunteers from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses including reasonable costs and attorney fees) resulting from death or bodily injury to any person or damage or destruction to a third party or third parties to the extent caused by any negligent act and/or omission of Contractor, its officers, employees, agents, volunteers and/or subcontractors, arising out of the performance of this Contract.

(B) If the negligence or willful misconduct of both Contractor and the City (or a person identified above for whom each is liable) is a cause of such third party claim, the loss, cost, or expense shall be shared between Contractor and the City in proportion to their relative degrees of negligence or willful misconduct and the right of indemnity will apply for such proportion.

(C) Nothing contained in this Section or this Contract shall be construed to create a liability or a right of indemnification in any third party.

V. Indemnity/Contractor's Liability Insurance:

(A) The Contractor agrees to indemnify and save harmless the City of Yakima, its officers, agents and employees against and from any and all actions, suits, claims, demands or liability of any character whatsoever brought or asserted for injuries to or death of any person or persons, or damages to property arising out of, result from or occurring in connection with the performance or any service hereunder.

(B) The Contractor shall take all necessary precautions in performing the work hereunder to prevent injury to persons and property.

(C) Contractors Liability Insurance: The contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage with insurance carriers admitted to do business in the State of Washington. The insurance companies must carry a Best's Rating of A- VII or better. At all times during the life of this contract, Contractor agrees to maintain, on a primary and non-contributory basis and at its sole expense, the insurance coverages, limits, and endorsements noted below. All such insurance shall not be subject to any deductible or self-insured retention (SIR). There shall be no cancellation, material change, reduction in limits or intent not to renew the insurance coverage(s) without 30 days written notice from the contractor or its insurer(s) to the City Yakima. The requirements contained herein, as well as the City of Yakima's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this contract. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

<u>Commercial General Liability:</u>	Combined Single Limit:	\$1,000,000 Per Occurrence \$2,000,000 Annual Aggregate
<u>Commercial Auto Liability:</u>	Combined Single Limit:	\$1,000,000 Per Occurrence

The City of Yakima/Yakima County, its agents, employees, authorized volunteers, elected and appointed officials are included as Primary/Non-Contributory additional insureds.

If Contractor carries higher coverage limits, such limits shall be shown on the Certificate of Insurance and Endorsements and City of Yakima/Yakima County shall be named as an additional insured for such higher limits.

The Contractors' insurance coverage shall be primary insurance as respects those who are Additional Insureds under this agreement. Any insurance, self-insurance or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and shall not contribute to it.

The contractor will provide a Certificate of Insurance to the City as evidence of coverage. A copy of the additional insured endorsement attached to the policy will be included with the certificate. This Certificate of insurance shall be provided to the Purchasing Manager, prior to commencement of this work. If at any time during the life of the contract or any extension, the contractor fails to maintain the required insurance in full force and effect, all work under the contract shall be discontinued immediately. Any failure to maintain the required insurance may be sufficient cause for the City to terminate the contract.

The contractor shall also maintain workers compensation through the State of Washington.

(D) Contractor's Waiver of Employer's Immunity under Title 51 RCW. Contractor intends that its indemnification, defense, and hold harmless obligations set forth above shall operate with full effect regardless of any provision to the contrary in Title 51 RCW, Washington's Industrial Insurance Act. Accordingly, to the extent necessary to fully satisfy the Contractor's indemnification, defense, and hold harmless obligations set forth above. Contractor specifically waives any immunity granted under Title 51 RCW, and specifically assumes all potential liability for actions brought by employees of the Contractor against the City and its officers, employees, agents, and volunteers. The parties have mutually negotiated this waiver. Contractor shall similarly require that its subcontractors, and anyone directly or indirectly employed or hired by Contractor, and anyone for whose acts Contractor may be liable in connection with its performance of this Agreement to comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all potential liability for actions brought their respective employees. The provisions of this section shall survive the expiration or termination of this Agreement.

(E) Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

VI. The Contractor for himself, and for his heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

VII. It is further provided that no liability shall attach to the City of Yakima by reason of entering into this contract, except as expressly provided herein.

VIII. Prevailing Wages: The Contractor will comply with all provisions of Chapter 39.12 RCW - Prevailing Wages on Public Work.

(A) RCW 39.12.010 - the Prevailing Rate of Wage. Contact the Department of Labor and Industries, to confirm current prevailing wage rate for applicable workers on this particular public work project. It is solely the responsibility of the Contractor to determine the appropriate prevailing wage rate for the services being provided.

(B) RCW 39.12.040 - Statement of Intent to Pay Prevailing Wages and an Affidavit of Wages Paid. Before an awarding agency may pay any sum due on account, it must receive a statement of Intent to Pay Prevailing Wages approved by the Department of Labor and Industries. Following final acceptance of a public work project, and before any final money is disbursed, each contractor and subcontractor must submit to the awarding agency an Affidavit of Wages Paid, certified by the Department of Labor and Industries.

(C) RCW 39.12.070 - Fees Authorized for Approval Certification and Arbitrations. Any fees charged by the Department of Labor and Industries for approvals or fees to cover costs of arbitration conducted shall be the responsibility of the Contractor.

The State of Washington prevailing wage rates applicable for this public works project, which is located in Yakima County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Based on the bid submittal for this project, the applicable effective (start) date for prevailing wages for this project is **November 12, 2015**.

IX. Guarantee: Contractor warrants the work will be free from defects in material and workmanship for a period of one year following the date of project acceptance.

X. Permits and Licenses: The Contractor shall procure all permits and licenses required for this project, pay all charges and fees, and give all notices necessary and incidental to the due and lawful execution of the work.

(A) Procurement of a City Business License. The successful contractor must procure a City of Yakima Business License and pay all charges, fees, and taxes associated with said license.

(B) Must have a valid Washington State Contractor Registration number.

(C) Washington Unified Business Identification (UBI) number: Must have a current UBI number and not be disqualified from bidding on any public works contract under RCW 39.06.101 or 36.12.065(3).

(D) Washington Employment Security Department number. Must have a Washington Employment Security Department number as required in Title 50 RCW.

(E) Washington Department of Revenue state excise tax registration number, as required in Title 85 RCW.

XI. This Agreement, the Request for Bids #11515-S, Scope of Work, conditions, addenda and modifications and the Contractor's proposal (to the extent consistent with City of Yakima's documents) constitute the Contract Documents and are complementary. Specific federal and State laws and the terms of this Agreement, in that order respectively, supersede other inconsistent provisions. These Contract Documents are on file in the Office of the Purchasing Manager, 129 No. 2nd St., Yakima, Washington, 98901, and are hereby incorporated by reference into this Agreement.

XII. Termination - Cause: The City reserves the right to terminate this contract at any time, upon written notice, in the event that the services of the Contractor are deemed by the City to be unsatisfactory, or upon failure to perform any of the terms and conditions contained in this agreement. In addition to the foregoing right of termination, the City may terminate this contract, with or without cause, upon thirty (30) days written notice to Contractor.

XIII. Agency Relationship between City and Contractor:
Contractor shall, at all times, be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for, or on, behalf of City.

XIV. Successors and Assigns:
Neither the City, nor the Contractor, shall assign, transfer, or encumber any rights, duties, or interests accruing from this Contract without the written consent of the other.

XV. Severability:

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

XVI. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

XVII. Venue:

The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Yakima County, Washington.

XVIII. Authority:

The person executing this Agreement, on behalf of Contractor, represents and warrants that he/she has been fully authorized by Contractor to execute this Agreement on its behalf and to legally bind Contractor to all the terms, performances and provisions of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed the day and year first herein above written.

Countersigned:

This _____ day of _____ 2015.

CITY OF YAKIMA

CONTRACTOR

Contractor

a _____ Corporation

By: _____

(Print Name)

Its: _____
(President, Owner, etc.)

Address: _____

City Manager

Attest:

City Clerk

MINIMUM WAGE AFFIDAVIT

(To be filled out by the successful bidder)

STATE OF WASHINGTON: }
 } SS
 COUNTY OF YAKIMA }

I, the undersigned, having been duly sworn, depose, say and certify that in connection with the performance of the work, payment for which this voucher is submitted, I have paid the following rate per hour to each classification of laborers, workmen, or mechanics, as indicated upon the attached list, now referred to and by such reference incorporated in and made an integral part hereof, for all such employed in the performance of such work; and no laborer, workman or mechanic so employed upon such work has been paid less than the prevailing rate of wage or less than the minimum rate of wages as specified in the principal contract; that I have read the above and foregoing statement and certificate, know the contents thereof and the substance as set forth therein is true to my knowledge and belief.

CONTRACTOR

Subscribed and sworn to before me on this _____ day of _____, 2015.

**Notary Public in and for the State of
Washington, residing at:_____**



GENERAL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
Current Date

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Insurance Agent Information
INSURANCE AGENT ISSUING CERTIFICATE ADDRESS	PHONE (A/C, No, Ext) FAX (A/C, No)
	E-MAIL ADDRESS:
INSURED ENTITY INSURED ADDRESS	INSURER(S) AFFORDING COVERAGE NAIC#
	INSURER A: A-VII or better, admitted carrier
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR YWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		POLICY NUMBER	start date	stop date	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000	
							PERSONAL & ADV INJURY \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE \$ 2,000,000	
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COM/OP AGG \$	
A	AUTOMOBILE LIABILITY	X		POLICY NUMBER	start date	stop date	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANYAUTO						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$	
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$	
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS							
	UMBRELLA LIAB						EACH OCCURRENCE \$	
	EXCESS LIAB						CLAIMS-MADE	AGGREGATE \$
	DED						RETENTION \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	POLICY NUMBER	start date	stop date	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Yakima and the County of Yakima, its agents, employees, authorized volunteers, elected and appointed officials are included as Primary/Non-Contributory additional insureds. See attached Additional Insured Endorsement.

CERTIFICATE HOLDER

CANCELLATION

City of Yakima/County of Yakima Purchasing Department 129 N. 2nd Street Yakima, WA 98901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE SIGNATURE

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ACORD25(2010/05)

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COMMERCIAL GENERAL LIABILITY

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS
- SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

The City of Yakima and the County of Yakima, its agents, employees, authorized volunteers, elected and appointed officials are included as Primary/Non-Contributory additional insured's.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU
PRIMARY AND NONCONTRIBUTORY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

- B. The Limits of Insurance** applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to Limits of Insurance shown in the Declarations.

- C. With respect to the insurance** afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

- b. Supervisory, inspection, architectural or engineering activities.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- D. As respects the coverage** provided under this endorsement, Paragraph 4.b. of the Other Insurance Condition is deleted and replaced by the following:

4. Other Insurance

b. Excess Insurance

This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless the written contract or agreement described in A. above specifically requires that this insurance be provided on either a primary basis or a primary and noncontributory basis.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):
COVERAGE APPLIES TO
CERTIFICATES OF INSURANCE
REFERENCING FORM CG2503

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

- 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.